

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies)

PELMOREX COMMUNICATIONS INC.

Additional name(s) of conveying party(ies) attached?

Yes _____ No ☒ X

____ Individual(s) ____ Association
 ____ General Partnership ____ Limited Partnership
☒ X Corporation - State ____ Other

Additional name(s) of conveying party(ies) attached?

____ Yes ☒ X No

3. Nature of conveyance:

____ Assignment ____ Merger
☒ X Security Agreement ____ Change of Name

Other _____

Execution Date: July 26, 2000

2. Name and address of receiving party(ies):

Name: TORONTO-DOMINION BANKInternal Address: 09-06-2000Street Address: 101449325City: Toronto State: Ontario

ZIP: _____

Country: Canada

____ Individual(s) citizenship
 ____ Association
 ____ General Partnership
☒ X Corporation
 ____ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes _____ No _____

(Designations must be a separate document from Assignment)
Additional names/addresses attached? Yes _____ No _____

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Regn. No. 2,163,027

Additional numbers attached? ____ Yes ☒ X No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Todd D. BaileyInternal Address: c/o Bereskin & ParrStreet Address: Box 401, 40 King Street WestCity: Toronto State: Ontario ZIP: M5H 3Y2Country: Canada6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$40.00

☒ X Enclosed
 ____ Authorized to be charged to deposit account

8. Deposit account number:

02-2095

(No need to attach duplicate deposit account)

09/06/2000 NTH011 00000072 2163027

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40:00 BP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Janice M. Bereskin

Name of Person Signing

BERESKIN & PARR, Regn. 22,533

BP File # 7178-19/R

Signature

August 9, 2000

Date

Total number of pages (including cover sheet): 5

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. This burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011).

TRADEMARK

REEL: 002129 FRAME: 0416

PELMOREX COMMUNICATIONS INC.**CONDITIONAL ASSIGNMENT OF TRADE-MARKS**

WHEREAS Pelmorex Communications Inc. (the "Debtor"), whose address is 1 Robert Speck Parkway, Suite 1600, Mississauga, Ontario, L4Z 4B3, owns the trade-marks described on Exhibit A annexed hereto (the "Trade-marks");

AND WHEREAS Debtor has granted a general security agreement dated as of July 26, 2000, and other security (as amended or otherwise modified from time to time, collectively, the "Security") in favour of The Toronto-Dominion Bank in its capacity as agent (the "Agent") under a credit agreement (the "Credit Agreement") dated as of July 26, 2000 among, *inter alia*, the Debtor, the Agent and the Lenders as continuing security for the Obligations, as defined in Guarantee made as of July 26, 2000 by the Debtor in favour of the Agent;

AND WHEREAS, pursuant to the Security, the Debtor has granted to the Agent on behalf of the Lenders a security interest in, and mortgage on, all right, title and interest of Debtor in and to all intangibles of Debtor, which intangibles are intended to include the Trade-marks including all applications and registrations therefor in the Canadian Intellectual Property Office and including, without limitation, any claims by Debtor against third parties for infringement thereof (the "Collateral"), in order to secure the prompt payment, performance and observance of the Obligations;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Debtor does hereby grant to the Agent on behalf of the Lenders a specific security interest in the Collateral and, contingent upon the occurrence of an Event of Default (as defined in the Credit Agreement) and the Lenders having determined to enforce the security hereby constituted, the Debtor hereby assigns the Collateral to the Agent, in order to secure the prompt payment, performance and observance of the Obligations.
2. Debtor and the Agent hereby agree that the assignment referred to in Section 1 and the assignment and mortgage referred to in the Security, as it relates to the Trade-marks only, is conditional upon, and shall not be effective until, the occurrence of an Event of Default (as defined in the Credit Agreement) and during the continuance thereof. After the occurrence and during the continuance of an Event of Default, the Agent hereby grants Debtor an exclusive, royalty-free license to use the Trade-marks until the earlier of:
 - (a) the sale or transfer by or on behalf of the Agent of the Trade-marks to a third party; or

McCarthy Tétrault TDO-CORP #6799113 / v. 1

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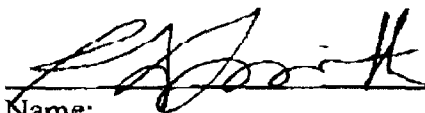
(b) notice from the Agent to Debtor that such license is terminated.

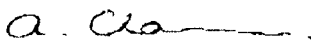
3. Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent and the Lenders with respect to the assignment of security interest in the Collateral made and granted hereby are more fully set forth in the Security, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall prevail.

IN WITNESS WHEREOF, Debtor has duly executed this Conditional Assignment of Trade-marks as of July 26, 2000.

PELMOREX COMMUNICATIONS INC.

By: 
Name:
Title:

By: 
Name:
Title:

McCarthy Tétrauli TDO-CORP #6799113 / v 1

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EXHIBIT A**LIST OF REGISTERED AND PENDING
TRADEMARKS OF SECURED SUBSIDIARIES****(PELMOREX COMMUNICATIONS INC.)**

Trademark	Current Owner	Serial No.	Filing Date	Registration No.	Registration Date	Due Date
Meteomedia	Pelmorex Communications Inc.	734365	Aug 4, 1993	461420	Aug. 23, 1996	RENEW Aug. 23, 2011
Meteomedia & Design	Pelmorex Communications Inc.	734343	Aug. 4, 1993	441818	April 14, 1995	RENEW Apr. 14, 2010
Spiral & Design	Pelmorex Communications Inc.	672580	Dec. 17, 1990	396727	April 3, 1992	RENEW Apr. 3, 2007
Spiral Design	Pelmorex Communications Inc.	609565	June 17, 1988	355706	May 12, 1989	RENEW May 12, 2004
The Crusher	Pelmorex Communications Inc.	758459	July 4, 1994	478195	June 26, 1997	RENEW June 26, 2012
The Weather Network	Pelmorex Communications Inc.	734366	Aug. 4, 1993	478515	July 15, 1997	RENEW July 15, 2012
The Weather Network & Design	Pelmorex Communications Inc.	734344	Aug. 4, 1993	449541	Nov. 3, 1995	RENEW Nov. 3, 2010
The Weather Network & Design (2)	Pelmorex Communications Inc.	830655	Dec. 3, 1996	505853	Dec. 22, 1998	RENEW Dec. 22, 2013
Weathernow	Pelmorex Communications Inc.	609564	June 17, 1988	353909	Mar. 23, 1989	RENEW Mar. 23, 2004

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Trademark	Current Owner	Serial No.	Filing Date	Registration No.	Registration Date	Due Date
The Weather Network & Design	Pelmorex Communications Inc.	1201649	June 9, 1999	N/A	00/00/00	CHECK Aug. 1, 2000 REGFEE Aug. 21, 2000
The Crusher	Pelmorex Communications Inc.	74/614196	Dec. 22, 1994	2163027	June 9, 1998	AFFUSE June 9, 2004 RENEW June 9, 2008

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RECORDED: 08/10/2000

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